

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	:	
PAUL YEANY, III, and	:	Case No. 21-10293-TPA
NICOLE YEANY,	:	
<i>Debtors</i>	:	
	:	Chapter 7
	:	
	:	Related to Doc. No. 26
	:	
	:	Hrg.: Oct. 7, 2021 at 11:00 AM

ORDER

Currently before the Court is the Debtors' request for approval of a Reaffirmation Agreement with Ally Bank to reaffirm \$52,750.04 at 7.84% interest on a 2019 Dodge Ram 1500 truck, filed at Document No. 26. This would result in monthly payments of \$925.54.

The Reaffirmation Agreement states that a presumption of hardship does not arise based on alleged current net monthly income of \$6,023 and alleged current monthly expenses of \$4,860, which would leave \$1163 available to pay the reaffirmed debt. However, Amended Schedule I only shows monthly net income of \$4,141, and schedule J shows expenses of \$7,119.26, which leaves a negative monthly balance of almost \$3,000. Additionally, the Reaffirmation Agreement is internally inconsistent because on page 5 it shows monthly expenses of only \$3934, leading to an even higher amount of \$2,089 allegedly available to pay this debt.

The Reaffirmation Agreement also states that Debtor Wife is now working but that is not reflected anywhere on the Schedules. It also states that expenses have been cut by "elimination of credit card debt and attorney payments," but Schedule J has not been amended to reflect such

reduction. Additionally, the Reaffirmation Agreement indicates a reduction in current expenses of \$2259 as compared with the Schedule J amount based on purported reductions in credit card and attorney fee payments, but Schedule J only shows \$1,738 in monthly credit card payments, and no payments for attorney fees, so that would support at most a \$1,738 reduction in current expenses, which would mean current expenses of \$5,381. Taking the alleged current income of \$6,023, that would lead to only \$642 available for payment on the reaffirmed debt, so a presumption of undue hardship would arise.

Although the Court recognizes and is sensitive to the Debtors' need for transportation, which weighs in favor of approving the Reaffirmation Agreement, at this stage, the Court cannot overlook the deficiencies identified above without further input from the Debtors and their attorney.

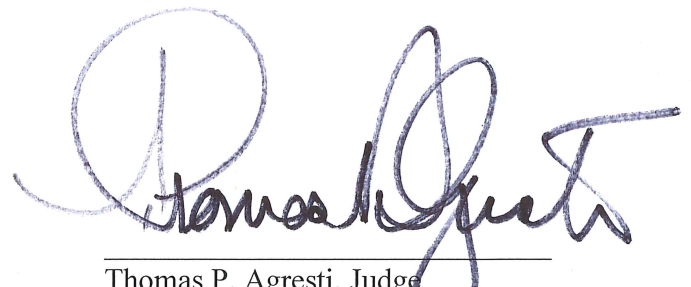
AND NOW, this *10th* day of *September, 2021*, for the foregoing reasons it is hereby ***ORDERED, ADJUDGED*** and ***DECREED*** that:

(1) ***On or before October 1, 2021*** Debtors' Counsel shall file a Narrative Statement in support of the Reaffirmation Agreement, addressing the points noted above and indicating whether and how, despite the presumption of undue hardship, the Debtors can make the reaffirmed debt payment.

(2) ***On or before October 1, 2021***, and to the extent the Debtor seeks to rely on any financial information to support the Reaffirmation Agreement that is not consistent with the information contained in the current Schedules of the Debtors, Debtors shall file Amended Schedules under oath.

(3) A hearing on the Reaffirmation Agreement is scheduled for **October 7, 2021 at 11:00 A.M.** At the scheduled date and time of the above hearing all parties and/or their counsel shall appear via the *Zoom Video Conference Application* and must comply with Judge Agresti's *Amended Notice of Temporary Modification of Appearance Procedures*, dated and effective August 13, 2021, which can be found on the Court's website at <https://www.pawb.uscourts.gov/sites/default/files/pdfs/tpa-proc-appearances.pdf>. To participate in and to join the Zoom hearing please initiate and use the following link at least 15 minutes prior to the scheduled hearing time: <https://www.zoomgov.com/j/16021303488>, or alternatively, you may use the following: **Meeting ID: 160 2130 3488**. For questions regarding the connection contact Judge Agresti's Staff at 814-464-9760.

(4) In the event that the Debtors' Counsel files a Narrative Statement and/or Amended Schedules curing the deficiencies set forth herein to the satisfaction of the Court, the hearing may be cancelled.



Thomas P. Agresti, Judge
United States Bankruptcy Court

Case administrator to serve:

Mark Aaron, Esq.

Tamera Ochs Rothschild, Esq.

Debtors

Ally Bank, c/o AIS Portfolio Services, L.P., 4515 N. Santa Fe Ave., Oklahoma City, OK 73118

In re:
Paul Yeany, III
Nicole Yeany
Debtors

Case No. 21-10293-TPA
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0315-1
Date Rcvd: Sep 10, 2021

User: aala
Form ID: pdf900

Page 1 of 2
Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 12, 2021:

Recip ID	Recipient Name and Address
db/jdb	+ Paul Yeany, III, Nicole Yeany, 12355 Route 208, Shippenville, PA 16254-2017

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/PDF: acg.acg.ebn@americaninfosource.com	Sep 10 2021 23:06:32	Ally Bank, c/o AIS Portfolio Services, LP, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 12, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 10, 2021 at the address(es) listed below:

Name	Email Address
Garry Alan Masterson	on behalf of Creditor Ford Motor Credit Company LLC pitecf@weltman.com
Maria Miksich	on behalf of Creditor PENNYMAC LOAN SERVICES LLC mmiksich@kmlawgroup.com
Mark Todd Aaron	on behalf of Joint Debtor Nicole Yeany aaron.markr100443@notify.bestcase.com

District/off: 0315-1

User: aala

Page 2 of 2

Date Rcvd: Sep 10, 2021

Form ID: pdf900

Total Noticed: 2

Mark Todd Aaron

on behalf of Debtor Paul Yeany III aaron.markr100443@notify.bestcase.com

Office of the United States Trustee

ustpregion03.pi.ecf@usdoj.gov

Robert P. Sheils, III

on behalf of Creditor Community Bank N.A. rsheilsIII@sheilslaw.com

Tamera Ochs Rothschild

trothschild@gmx.com pa70@ecfcbis.com

TOTAL: 7